Council/Agency Meeting Held:					
Deferred/Cor	ntinued to:				
☐ Approved	☐ Conditionally Approved ☐ Denied			City Clerk's Signa	ature
Council Meeting Date: 3/7/2		2005	Department ID Number:	PW 05-001	

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO:

HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY:

PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY:

PAUL EMERY, ACTING DIRECTOR OF PUBLIC WORKS

SUBJECT:

Approve Amendments to AESCO Technologies, Inc. & Harrington

Geotechnical Engineering, Inc. Professional Services

Agreements

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

<u>Statement of Issue</u>: Both of the Professional Services Agreements with AESCO Technologies, Inc. and Harrington Geotechnical Engineering, Inc. require an amendment to increase the contract amounts to cover the costs of materials testing and inspection for construction projects through the term of the agreements.

Funding Source: Funds are available within budgeted capital improvement projects.

Recommended Action: Motion to:

- Approve Amendment Number 1 to Agreement between the City of Huntington Beach and AESCO Technologies, Inc. for on-call testing and inspection services in the amount of \$150,000; and
- 2. Approve Amendment Number 1 to Agreement between the City of Huntington Beach and Harrington Geotechnical Engineering, Inc. for on-call testing and inspection services in the amount of \$250,000.

<u>Alternative Action(s)</u>: Do not authorize the increase to the Professional Services Agreements amount and direct staff to request proposals from other materials testing consultants to complete budgeted projects. Budgeted projects could be delayed up to six months.

Analysis: The City has three-year Professional Services Agreements with AESCO Technologies and Harrington Geotechnical Engineering that will expire on June 24, 2005. In 2002, the City entered into agreements with three firms to provide on-call materials testing and inspection services. The demand for materials testing, special deputy inspection on major building projects and miscellaneous capital and utility inspection resulted in a greater use of these contract services than anticipated two years ago. The limited staff available and current workloads require Public Works to supplement staff by covering for inspection and materials testing services.

Two of these Professional Service Agreements currently have a \$350,000 limit, however the remaining expenditure authorization available for AESCO and Harrington is less than \$50,000. Authorizing an additional \$150,000 for AESCO and \$250,000 for Harrington Geotechnical would revise the agreements to \$500,000 and \$600,000 respectively, providing enough funding authorization to continue these services through the remaining term of the agreements. Although the contracts will expire in June, additional funding would ensure continued inspection for arterial highway rehabilitation, storm drain installation, private development and utilities inspection.

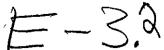
Staff believes it is to the City's benefit to increase our current contract funding limits and retain these qualified firms through the allowable time limits of the contract for providing materials testing and inspection services on capital projects. The alternative to using on-call materials testing and inspection contracts is the preparation of documents and requesting proposals for individual projects. Prior to the time expiration of our current contracts, the Public Works Department will send out RFP's for new proposals as required by the Municipal Code for inspection and testing services in the early spring. New contracts will be awarded prior to the expiration of these agreements.

Public Works Commission Action: Not required.

Environmental Status: Not required.

Attachment(s):

City Clerk's Page Number	No.	Description
\mathcal{O}	1.	Amendment Number 1 to Professional Services Agreement with AESCO Technologies, Inc.
9	2.	Amendment Number 1 to Professional Services Agreement with Harrington Geotechnical Engineering, Inc.



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ATTACHMENT #1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND AESCO TECHNOLOGIES, INC. FOR ON-CALL TESTING AND INSPECTION SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY", and AESCO TECHNOLOGIES, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated February 2, 2004, entitled "Professional Services Contract Between the City of Huntington Beach and AESCO Technologies for On-Call Testing and Inspection Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to provide for the payment of additional compensation,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. ADDITIONAL COMPENSATION

Section 4 of the Original Agreement entitled "Compensation," is hereby amended to read as follows:

In consideration of the performance of the services described herein, City agrees to pay Consultant on a time and materials basis at the rates specified in Exhibit "B", an additional fee including all costs and expenses, not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). The total amount of compensation is Five Hundred Thousand Dollars (\$500,000.00)

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the partie	s hereto have caused this Agreement to be executed
by and through their authorized officers on _	12/21 ,2004.
AESCO TECHNOLOGIES, INS By: Kay Alabek print name	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California
ITS: (circle one) Chairman President Vice President	
By: ADAM CHAMAA	City Clerk APPROVED AS TO FORM:
print name ITS: (circle one) Secretary Chief Financial Officer/Asst. Secretary - Treasurer	City Attorney Vitrolo4
REVIEWED AND APPROVED:	INITIATED AND APPROVED: Director of Public Works
City Administrator	

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APPROVED AS TO FORM: APPROVED AS TO FORM: JENNIFER McGRATH, City Attorney. 2/3/05									

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(a), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD 26 (2001/08)

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ATTACHMENT #2

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND HARRINGTON GEOTECHNICAL ENGINEERING, INC. FOR ON-CALL TESTING AND INSPECTION SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY", and HARRINGTON GEOTECHNICAL ENGINEERING, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated February 2, 2004, entitled "Professional Services Contract Between the City of Huntington Beach and Harrington Geotechnical Engineering, Inc. for On-Call Testing and Inspection Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to provide for the payment of additional compensation,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

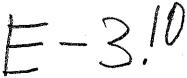
1. ADDITIONAL COMPENSATION

Section 4 of the Original Agreement entitled "Compensation," is hereby amended to read as follows:

In consideration of the performance of the services described herein, City agrees to pay Consultant on a time and materials basis at the rates specified in Exhibit "B", an additional fee including all costs and expenses, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). The total amount of compensation is Six Hundred Thousand Dollars (\$600,000.00)

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the partie	es hereto have caused this Agreement to be executed
by and through their authorized officers on _	200
HARRINGTON GEOTECHNICAL ENGINEERING, INC.,	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California
By: Don P. Harring ton, Sr.	
print name ITS: (circle one) Chairman President Vice	Mayor
President	
AND	City Clerk
AND	ADDROLUDD AG TO DODAG
Du Fa Forthan 6-	APPROVED AS TO FORM:
By: Gail Harrengon	Pe Jan
Edith Harrington print name	W & City Attorney Ky 6104
ITS: (circle one) Secretary/Chief Financial	12/4/04
Officer/Asst. Secretary - Treasurer)	INITIATED AND APPROVED:
	Director of Public Works
REVIEWED AND APPROVED:	Al
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Uity Administrator	

CERTIFICATE OF LIABILITY INSURANCE $ACORD_{\scriptscriptstyle \mathrm{TM}}$ DATE (MM/DD/YY) 9/20/04 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE Dealey, Renton & Associates CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR P. O. Box 10550 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Santa Ana, CA 92711-0550 **INSURERS AFFORDING COVERAGE** 714 427-6810 INSURED INSURER A. United States Fidelity & Guaranty Harrington Geotech Eng Inc INSURER B:St. Paul Fire & Marine Ins. Co. 1590 North Brian Street INSURER C: XL. Specialty Insurance Co. Orange, CA 92867-3406 INSURER D: INSURER E: COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CENTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) DATE (MM/DD/YY) NSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS Δ GENERAL LIABILITY BK01838203 03/15/04 03/15/05 **EACH OCCURRENCE** \$2,000,000 COMMERCIAL GENERAL LIABILITY FIRE DAMAGE (Any one fire) \$500,000 CLAIMS MADE X OCCUR MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS-COMP/OP AGG \$4,000,000 POLICY AUTOMOBILE LIABILITY BK01838203 03/15/04 03/15/05 COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS X HIRED AUTOS **BODILY INJURY** X NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY- EA ACCIDENT \$ ANY AUTO **EAACC** OTHER THAN AUTO ONLY: AGG EXCESS LIABILITY EACH OCCURRENCE OCCUR CLAIMS MADE AGGREGATE NIFER McGRATH, City Attorney 1/30/04 DEDUCTIBLE RETENTION WORKERS COMPENSATION AND WVA2449054 09/01/04 09/01/05 EMPLOYERS' LIABILITY s1,000,000 E.L. EACH ACCIDENT E.L.DISEASE-EAEMPLOYEE \$1,000,000 E.L.DISEASE-POLICYLIMIT \$1,000,000 OTHER Professional DPR9400399 04/01/04 04/01/05 \$1,000,000 per claim Liability \$2,000,000 anni aggr. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS City of Huntington Beach, its agents, officers and employees are Additional Insured as respects to general liability **CERTIFICATE HOLDER** ADDITIONAL INSURED; INSURER LETTER: CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION City of Huntington Beach DATE THEREOF, THE ISSUING INSURER WILL THE DESCRIPTION MAIL 30 DAYS WRITTEN Attn: Risk Mgmt. Divn. NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BYREAN XER YOU DERINANCE X 2000 Main Street Huntington Beach, CA 92648 **EEFRESSMIAXWES** AUTHORIZED REPRESENTATIVE

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